



THE UNIVERSITY *of*
NEW ORLEANS

INVITATION FOR BID

BID NAME AND NUMBER:
LAKEFRONT ARENA SECURITY SERVICES, BTB2658
FULL TERM 07/01/2021 TO JUNE 30, 2022
BID OPENING TIME AND DATE:
Thursday, JUNE 1, 2021, 2:00 pm

BUYER:
Troy A Bacino
purchasing@uno.edu
TABACINO@UNO.EDU

RETURN ALL BIDS IN A SEALED ENVELOPE TO THE FOLLOWING ADDRESS:

Purchasing Office
Administration Annex 1004G
University of New Orleans
2000 Lakeshore Drive
New Orleans, Louisiana 70148
Phone: (504) 280-6172
Fax: (504) 280-6297

General Instructions to Bidders

1 Invitation to Bid

Bids for the following items and/or services specified are hereby solicited, and will be received by the Purchasing Office until the stated bid opening time and date and then publicly opened.

2 Authority to Sign

Bids must be signed by a person authorized to bind the vendor. In accordance with R. S. 39:1594(C)(4), the person signing the bid must be: 1) A current corporate officer, partnership member or other individual specifically authorized to submit bids as evidenced in appropriate records on file with the secretary of State; or 2) An individual authorized to bind the vendor, as evidenced by a corporate resolution, certificate, or affidavit; or 3) other documents indicating authority which are acceptable to the University.

3 Read Solicitation

Read the entire solicitation, including all terms, conditions, and specifications.

4 Corrections

All bids should be returned on the forms furnished and must be typed or written in ink. Any corrections or erasures must be initialed by the bidder.

5 Delivery of Bids

Bids must be submitted in person, or by mail, or via courier in a sealed envelope. The mailing address is listed on the cover sheet.

Bids delivered in person or by mail should be placed in a sealed envelope and marked with the bid name and number, the bid opening time and date, and the name and address of the bidder. The same information should be affixed to any additional materials sent as a part of the bid submission.

6 Bid Alterations

Alterations to bids will be accepted provided both the bid and alterations have been received in the Purchasing Office prior to bid opening time and date.

7 Late Bids

Late bids will not be accepted and will be returned unopened. Each bidder is solely responsible for the timely delivery of its bid. The University will not be responsible for any delay in the delivery of bids.

8 Delivery/Freight Charges

Bid prices will include all delivery/freight charges paid by the vendor, F.O.B., UNO, inside delivery, New Orleans, La, unless otherwise stated in the specifications. Any invoiced delivery charges not quoted and itemized on the UNO purchase order are subject to rejection and non-payment.

9 Taxes

Vendor is responsible for including all applicable taxes in the bid price. The University of New Orleans is exempt from all Louisiana state and local sales and use taxes. By accepting an award, all firms acknowledge their responsibility for the payment of all taxes duly assessed by the State of Louisiana and its political subdivisions for which they are liable.

10 Payment

Assuming there is no prompt payment discount provision, payment will be made within thirty (30) days from receipt of products in satisfactory condition, or within thirty (30) days from date of invoice, whichever is later. Delinquent payment penalties are governed by L.R.S. 39:1695. Vendor penalties to the contrary shall be null and void, shall have no legal force, and shall not be recognized by the University in any dispute.

11 Acceptance

Only the issue of a purchase order or a signed acceptance of a proposal constitutes acceptance on the part of the University.

Bid Signature

By signing this bid, the bidder certifies compliance with all general instructions to bidders, terms, conditions, and specifications, and further certifies that this bid is made without collusion or fraud.

Bidder (Company Name)

Mailing Address

Authorized Signature

City, State, Zip Code

Printed Name

Phone Number

Title

Fax Number

E-Mail Address

Federal Tax ID #

Standard Terms and Conditions

These standard terms and conditions apply to all UNO solicitations, unless otherwise specifically amended and provided for in the special terms and conditions, specifications, or other solicitation documents. In the event of a conflict between the General Instructions to Bidders or Standard Terms & Conditions and the Special Terms & Conditions, the Special Terms & Conditions shall govern.

Auditors

Bidders agrees that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors and/or the University's auditors will have the option of auditing all accounts of the Bidder which relate to this purchase.

Award

Award will be made to the lowest responsible and responsive bidder. The University reserves the right to award the items, separately, grouped, or on an all-or-none basis, and to reject any or all bids and to waive any informalities including technicalities in specifications that would preclude competition.

All solicitation specifications, terms, and conditions will be made part of any subsequent award as if fully reproduced and included therein, unless specifically amended in the formal contract.

Bidder Inquiries

If a bidder is in doubt as to the meaning of any part of a solicitation, bidder may submit a written request for interpretation to the Buyer of Record. Requests must be received in the Purchasing Office no later than May 19, 2021 prior to the opening of bids. Any interpretation of the documents will be made by Addendum only, issued by the Purchasing Office, and a copy of such Addendum will be sent to all known bidders. The University will not be responsible for any other explanation of the documents.

Contrary Terms and Conditions

Submittal of any terms and conditions contrary to those contained within this solicitation may cause your bid to be rejected. By signing this bid, vendor agrees that any terms and conditions which may be included in their bid are nullified.

Equal Employment Opportunity Compliance

By submitting and signing this bid, vendor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Executive Order 11246, Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Act of 1975; the Americans with Disabilities Act of 1990. Vendor agrees not to discriminate, and to render services without regard to race, color, religion, sex, age, national origin, veteran status, political affiliation, handicap, disability, or other non-merit factor. Failure to comply shall be grounds for termination of any contract entered into as a result of this solicitation.

Equivalency

Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such

references are not intended to be restrictive. Bids will be considered for any brand that meets or exceeds the quality of the specifications listed for any item. Bidder must state the brand/model he or she is bidding on each item. Bids not specifying brand and model number will be considered as offering the exact product specified in the solicitation.

It will be the sole responsibility of the Bidder to prove equivalency. Bidder will submit with the bid all illustrations, descriptive literature, and specifications necessary to determine equivalency. Failure to do so may eliminate the bid from consideration. The decision of the University as to equivalency will be final.

Governing Law

This purchase shall be construed in accordance with and governed by the laws of the State of Louisiana.

Louisiana Preference

A preference will be given to materials, supplies, and provision produced, manufactured, assembled, grown, or harvested in Louisiana, quality being equal to articles offered by competitors outside of the state. However, it will be the bidder's sole responsibility to indicate on his bid response which items were (or would be) produced, manufactured, assembled, grown, or harvested in Louisiana. Bidder must be able to provide satisfactory evidence to support preference claim if requested by the University. The enclosed Louisiana Preferences **must** be returned as a part of this bid.

Legislators Prohibited

According to L.R.S. 42:113(D)) the University is prohibited from entering into any contract or subcontract with a legislator or person who has been certified by the Secretary of State as elected to the Legislature or spouse of a legislator, or any corporation, partnership, or other legal entity in which the Legislator or his/her spouse owns an interest, except publicly traded corporations. Each bidder **must** return the enclosed Disclosure Form as a part of his bid.

New Products

All products are to be new, current model, and of best quality as measured by accepted standards of the trade. No remanufactured, demonstrator, used, or irregular products will be considered for purchase unless otherwise specified.

Warranty

The manufacturer's standard published warranty and provision will apply, unless more stringent warranties are otherwise required by UNO and specified in the solicitation. In such cases, the bidder and/or manufacturer will honor the specified warranty requirements, and bid prices will include any premium costs of such coverage.

DISCLOSURE FORM

EACH BIDDER IS TO DISCLOSE THE FOLLOWING INFORMATION BY ANSWERING YES OR NO TO THE FOLLOWING QUESTIONS:

1. Is the bidder a legislator or person who has been certified by the Secretary of State as elected to the Legislature? _____
2. Is the bidder a spouse of a legislator? _____
3. If the bidder is a corporation, partnership, or other legal entity, does a legislator or his spouse own any interest in that corporation, partnership or other legal entity? _____
4. If the bidder is a corporation, is it a publicly traded corporation? _____

LOUISIANA PREFERENCES

FAILURE TO SPECIFY BELOW INFORMATION **WILL** CAUSE ELIMINATION FROM PREFERENCE. Preferences shall not apply to service contracts.

In accordance with the Louisiana Revised Statutes 39:1595, a preference of 10% may be allowed for products produced, manufactured, grown or assembled in Louisiana of equal quality. Do you claim this preference? YES _____ NO _____

Specify Item Numbers:

Specify location within Louisiana where this product is produced, manufactured, grown or assembled: _____

Do you have a Louisiana Business workforce? YES _____ NO _____

If so do you certify that at least fifty percent (50%) of your Louisiana business workforce is comprised of Louisiana residents?

YES _____ NO _____

Special Terms and Conditions

1. The above quantities are estimated to be the amounts needed. In the event a greater or lesser quantity is needed, the right is reserved by the University to increase or decrease the amount at the unit price stated in the bid.
2. Discounts for less than 1% and for less than thirty (30) days will not be considered in making awards.
3. Site Visit: In order to ascertain the true scope of the services requested, all bidders are urged and expected to inspect the site where services will be performed. Arrangements to do so may be made by contacting the buyer. Failure to inspect the site will **not** constitute grounds for a claim after contract award.
4. NOTE: If, upon visiting site, Vendor finds conditions that disagree with the physical layout as described in this bid, or other features of the specifications that appear to be in error, vendor shall notify the buyer immediately.
5. It shall be specifically agreed and understood that the Bidders may attend the Bid opening by appointment. It shall also be specifically agreed and understood that the decision of the University shall be final.
6. The University reserves the right to cancel this contract upon thirty (30) days written notice for failure of the Vendor to deliver on time, for delivery of unsatisfactory merchandise, or for any unsatisfactory performance by the Vendor as determined by the University.
7. This agreement may be terminated by either party with ____30__ days advance notice in writing.
8. Vendor compliance with the attached insurance requirements is mandatory, and evidence of such compliance must be submitted before work can commence.
9. The successful bidder will be required to assume responsibility for all services and/or products offered in his/her bid whether or not he/she produces them. Further, the University of New Orleans will consider the selected bidder to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
10. List of distributors: The Vendor signing the bid shall be designated as the Prime Vendor on any contract/agreement resulting from this bid. If additional Vendors are authorized to receive orders for items covered under this proposal, the Vendor must submit, with bid, a list of those additional authorized distributors.

11.

Scope of Work: work shall include all labor, materials, and services required to provide security service which is acceptable to the University. **Purpose:** To provide the UNO Lakefront Arena with a highly visible Guard to deter crimes committed on campus.

Scope of Duties: The primary duty is to be highly visible and notify the UNODPSS of any suspicious activity within the assigned parking lots.

Guidelines:

1. The security officer will patrol the Lakefront Arena parking lots, coordinating patrol duties with the UNODPSS.
2. Overhead lights shall be on at all times while on patrol.
3. If suspicious activity is observed, the security officers shall notify the UNODPSS dispatchers at **504-280-6666**.
4. Any additional duties per the UNODPSS shift Supervisor
5. The security officer is not to engage any suspects by themselves but can assist UNODPSS officers if requested.
6. All daily activity logs, incident reports and any other written communications shall be emailed to UNOPD@uno.edu, daily.

12. Award to be made on an all-or-none basis.

13. Fiscal Funding: The continuation of any agreement entered into as a result of this bid past the current fiscal year is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.
14. Escalation Clause: see item 17
15. Piggyback: Other Louisiana Governmental Agencies may purchase at the same terms and conditions if agreed upon by awarded bidder.

16.

Term.

Contractor shall furnish uniformed security officers for the Building(s) located on the Properties set forth in Exhibit A (each and collectively' "Premises") for days commencing on 7/01/2021 through 06/30/2022 subject to special terms 6 and 7. The terms of this service contract include Exhibit A of the Proposal for Service for Lakefront Arena. At the option of the University and acceptance by the contractor, this contract may be extended for four additional twelve (12) month periods at the same prices, terms, and conditions. The initial contract period will be from date of award through June 30th of the initial contract year. Renewals will be from July 1st through June 30th of the remaining contract years. Contract shall not exceed sixty (60) months.

17. Wages and Billing.

(a) Promotions/Pay Increases. The wage program is designed to minimize guard turnover and to motivate guards to perform at a level above that which is required. Contractor personnel shall advance to a higher labor rate in accordance with the merit levels, as reasonably determined by Contractor and client/owner.

(b) Costs. The security officers will be employees of Contractor and Contractor will pay all wages, salaries, overtime, vacation, insurance, federal and state payroll taxes,

(c) Invoices The Contractor shall submit (Bi-week ly/monthly) invoices for charges due under the Contract. The billing rates are reflected in **Exhibit D**. Applicable sales tax will be added in accordance with state law. Owner shall make payments for said invoices within 30 days. If Owner disputes any portion of the Contractor's monthly invoices, Owner may pay the undisputed portion of the invoice and advise the Contractor in writing of the disputed portion.

(i) Billing Rates. Billing Rates are set forth in Exhibit D.

(ii) Straight Time. Straight time billing rates shall apply to a normal forty (40) hour work-week.

(iii) Overtime. Under no circumstance shall the contractor schedule or allow any employee to work in excess of 40 hours in a single work-week. Overtime is not allowed.

(iv) Holidays. Approved holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. 1-holiday billing rates shall start at 12:01 a.m. and end at 11:59 p.m. on Holidays.

(v) Holiday Rate. To be invoiced at one and one-half times the Billing Rate.

18. Health and Safety.

The Contractor shall observe all federal, state, and local laws and regulations pertaining to health and safety.

The client/owner agrees that it will comply with OSHA hazard communication standard and will indemnify and hold contractor harmless from all claims, including injuries to company employees arising out of a condition existing at client's premises or client's violation of any safety or health-related law or regulation.

Client further agrees to: (1) make available to Contractor the material safety data sheet for each hazardous chemical to which Contractor employees may be exposed at client's premises (2) inform Contractor of precautionary measures that need to be taken to protect Contractor employees and labeling all hazardous material.

The importance of safety of all workers shall be recognized, and accident prevention shall be an integral part of the Contractor's operations.

19. Debarment

Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

Suspension and Debarment (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Questions from previous bid:

Is there a patrol vehicle (car, truck, or golf cart) needed and does the security contractor supply that vehicle?

The vendor must supply the marked patrol vehicle with an overhead light bar; and, is fully responsible for the maintenance and insurance on said vehicle.

Is there a vehicle currently being used by the incumbent and is that cost included in the hourly bill rate or billed separately?

Yes, there is a vehicle used by the incumbent and that cost is included in the hourly rate for which you are bidding.

The ITB mentions training required, but can that training be on the job as a billable position?

No.

How many hours per week/ number of security officers is the incumbent contract EDIFICE currently servicing?

1 officer at a time; 84hrs weekly.

Is this an armed or unarmed security post?

Unarmed.

How many hours per day/ number of security officers per day is the incumbent currently providing?

10-12hrs per day/1 officer per day.

Can you provide a proposed schedule of the post to assist in pricing properly in accordance with what the incumbent is providing so we can be competitive?

Saturday 10am-8pm

Sunday 10am-6pm

Monday 8am-8pm

Tuesday 8am-8pm

Wednesday 8am-8pm

Thursday 8am-8pm

Friday 8am-8pm

The ITB states this contract can be used by other departments. Is this the same contract that will be used for the UNO Technology Center and other buildings?

No.

All bidders should acknowledge receipt of this addendum in submitting their Bid. Failure to do so may be cause for rejection of Bid without further consideration.

EXHIBIT A
OWNERS AND
PROPERTIES

PROPERTY	PROPERTY ADDRESS	CONTACT NAME/INFORMATION
UNO Lakefront Arena	6801 FRANKLIN Ave. New Orleans, LA 70122	Sergeant Joshua Rondeno/ Gloria Walker

EXHIBIT B TRAINING

Newly assigned officers to an Owner/ client property will be required to pass the following training stages before they can be assigned to a post individually:

- a. Pass successfully state required training classes towards their license application in an institution certified under the state security licensing Unit.
- b. Study contractor policies and procedures (employee handbook, memos, discloser forms. . .)
- c. On the Job Training supervised by the site supervisor (40/50 Hr) which will cover the following items:
 - Introduction of the SO to property managers and their team (office staff, engineers, cleaning)
 - Property Tour (know your work area, doors-, floors, tenants)
 - Life Safety Systems
 - Parking Policy around site (cars, bikes)
 - Parking policy of vendors in loading dock
 - Parking rules
 - Work schedule (know the hours of security operation and building operation and what is required to do during the work time schedule, weekdays/weekend schedule)
 - Equipment used on site
 - Security Forms used on site and location
 - Computer use and policies on policies (if applicable)
 - Review Site control panels (fire, alarm, elevator control) and what to do in emergency
 - Building policies and requirements
 - Access control (system used. access during hours, after hours, Tenants, visitors)
 - Delivery policy (Mail (USPS, UPS, I"EDLX), bond delivery)
 - Security team duties on site (lobby, loading docks)
 - Patrol duty on site (if applicable), system used, and hours. . .
 - Radio/telephone communication with UNOPD dispatcher/supervisor
 - What is allowed and not allowed on the post.
 - Incident response and reports writing policy on site
 - Chain of command — call order (504.280.6666 1st, then 504.280.6371 if necessary (both UNOPD lines); then, 504.280.7171 (Lakefront Arena Receptionist when necessary)
 - Theft prevention reports
 - Lost and Found policy
 - Public Relations and communications with visitors and tenants
 - Emergency response:
 - Elevator Malfunctions Entrapments
 - Fire alarm (False & real)
 - First aid response (single, multi injury)
 - Robbery (sites with bank location)

- Theft
- Slip and fall
 - Hazardous material
- Extreme weather conditions
- Bomb threat
- Hostage Situation
- Active Shooter
- Fire Extinguisher locations and how to operate fire extinguisher'
- Site malfunction and reporting procedures (broken door, glass, lights not working. . .)
- Sexual Harassment (how to deduct and report)
- Site general orders and reading post orders (SO must read post orders before assign to a post)
 - Site supervisor will conduct first 7 hours where he/she will cover all items mentioned above (morning shift)
 - SO will then leave and come back for 32 **Hrs.** training on the shift that he/she is scheduled to take over
 - SO will then leave and come back for last meeting with the supervisor for Q's and verbal quiz about the training the officer received (1 hr.)

d. Annual refresher training (4 hours)

All officers (both new and existing) must annually complete four (4) hours of company orientation and emergency preparedness training on site as outlined for the following disciplines:

- Contractor and owner's policies and procedures
- Public relations
- Fire Alarm Systems - smoke, water flow, tamper switches, public address, etc.
- Bldg. Emergencies - elevator entrapments, fire, smoke, bomb threats, power failures, floods, hostage, active shooter, etc.
- Yearly review of building emergencies, incident and other related material

* In accomplishment/completion of each training stage SO will sign and date training check list.

Exhibit C
Staffing Levels

Security Coverage- 10-12 hours per day, as requested by facility operating schedule, 7 days a week with daily reports that shall be required of all shifts/personnel. Customer service is top priority; officers may be called upon to assist property management, engineering and building tenants. Patrol officer will be responsible for checking exterior doors (when instructed to by UNOPD Supervisor). Professional uniforms to be provided by Contractor, Contractor may use Owner or manager uniform provider. Owner or Manager will determine uniform selection.

	Post #1	Post #2	Post #3	Post #4
#of SO in each post per shift				
Post need to be covered by SO or Supervisor				
1 st shift hr				
2 nd shift hr				
3 rd shift hr				
Total # of SO per post				
Total SO needed for property				
Total labor hrs. per post per week				
Total labor hours of all post per week				

EXHIBIT D WAGE AND SALARY SCHEDULE

POSITION	BILLABLE PAY RATE ST/HR	OT	BILLABLE HOLIDAY RATE
SECURITY OFFICER	\$	N/A	\$
SUPERVISOR	\$	N/A	\$

CURRENT CONTRACTOR: EDIFICE PROTECTION GROUP INC

BILLABLE RATE Security Officer \$20.09 st \$30.14 holiday

Supervisor \$18.46 st \$27.69 holiday

EXHIBIT E
UNIFORMS

1. Uniforms. Contractor shall furnish to security personnel the following uniforms and equipment in reasonable numbers as determined by Contractor:

- (a) White dress shirts & tie,
- (b) Black Blazer & black Slacks;
- (c) Belt and shoes provided by employee;
- (d) Each employee is required to wear black clean shoes.
- (e) Coat to each employee based on weather conditions
- (f) No emblems or patches has on uniforms.

Contractor understands Owner requires a standard uniform specification and Contractor assumes responsibility for procuring the specific uniform that directs Owner's approval. Contractor shall be responsible for updating the uniforms at a standard market wear and tear schedule. Dry cleaning costs will also be the responsibility of the Contractor.

2. Dress Standards. The following dress Standards shall apply to security personnel at all times when on duty at the Property.

- (a) All security personnel must wear black shoes as part of the uniform;
- (b) Only black socks shall be worn;
- (c) All security personnel will wear black leather belt as part of the uniform;
- (d) The name badge shall be worn at all times affixed either to the shirt pocket or the inside pocket of the double-breasted blazer;
- (e) Only a nametag approved by Owner' and provided by Contractor will be worn on the uniform;
- (f) If an undershirt is used to be worn under the uniform shirt has to be a clean white v-necked T-shirt by all male security personnel;
- (g) Female security personnel will wear a brassiere at all times while on duty;
- (li) Sunglasses shall not be worn while on duty;
- (i) Only one ring per hand may be worn;
- (j) No bracelets shall be worn unless they are of the medical-alert variety;
- (k) Chains and necklaces, if worn, shall not be visible;
- (l) Male security personnel shall not wear earrings while on duty.
- (m) Female security personnel may wear' earrings if they have pierced ears, consisting of only Simple post and studs (no hoops, dangling or clip-on earrings to be allowed).

3. Grooming Standards. The following grooming standards shall apply to security personnel at all times when on duty) at the Property.

- (a) Hair length for male officers shall not fall below the upper one-third (1/3) of the ear, nor will it hang over the collar of the uniform shirt;
- (b) Hair shall not be cut in such a manner as to appear to have designs;
- (c) Male officers will be permitted to wear mustaches, provided that the same do not extend past the corners of the mouth;
- (d) Sideburns for male officers shall not extend past the bottom of the earlobe and shall not exceed one (1) inch in length;
- (e) Male officers shall not wear beards or goatees of any type;
- (f) Except as provided elsewhere herein, male officers shall report to work clean-shaven;
- (g) Facial makeup worn by female officers shall be conservative and not excessive;
- (h) Colognes and perfumes shall be mild in scent and subject to Owner's discretion;
- (i) Female officer's fingernails will not be extraordinary in length and shall not interfere with performance of the services; and
- (j) Fingernail polish, if worn will be either clear or a muted color.

4. Subject to Change. The uniform, dress and grooming standards set forth herein shall be subject to modification by Owner from time to time, at Owner's discretion.

Security Specifications

1. Mutually agreed upon guard service will provide unarmed uniformed security officers for the Lakefront Arena.
2. Security personnel must be licensed and certified by the La. State Board of Private Security, as well as the New Orleans Police Department and have a clear driving record.
3. Lakefront Arena will provide a monthly staffing schedule. The proposed schedule will be eight to ten hours a day, seven days a week and/or as required by facility operating hours for the Lakefront Arena. Unscheduled lapses in security coverage should be reported to UNOPD, at minimum, four hours prior to the deficiency so that we can make alternate arrangements for patrol.
4. Security Officer on duty MUST call the UNOPD dispatcher upon arrival and departure from the post; that is, **ALL SO's MUST CHECK IN AND OUT BY DIALING 504.280.6666 AND COMMUNICATING WITH THE ON DUTY POLICE DISPATCHER WHO WILL DOCUMENT IN/OUT ACTIVITY IN CAD**
5. Guard service will provide additional guard(s) upon request as needed but for facility operations/special events.
6. The guard service must provide and be fully financially responsible for the guard patrol vehicle and maintain current automobile insurance. The guard will patrol in said clearly marked guard service vehicle, fully equipped with cell phone, overhead emergency light bar with the alley light feature (both sides) to patrol and monitor the parking area as well as the parking facilities. Note: light package features are negotiable.
7. The accepted agency will be totally responsible for maintaining said patrol vehicle and will be required to have a back-up vehicle in the event of a breakdown.
8. Security Officers will complete Incident Reports, respond, and report all incidents to UNOPD and Arena management immediately. All incidents should be documented in detail and forwarded to UNOPD (via email) within 24 hours of the occurrence of the incident.
9. Suspicious persons should be reported to UNOPD immediately and include as much of the following as possible: vehicle make/model/license plate, physical description/clothing description (if available), area where they are located within the grounds and the nature of the suspicious behavior.
10. Security Officers will assist UNOPD and Arena personal, providing escorts as needed and report any problems to UNOPD or Arena management.
11. Security Officers will check and ensure Press Drive Gate is secure; or, if required to be open for a baseball game, ensure that the South Loading Dock Baseball Gate is secure. (This prevents the crime thoroughfare to the South Parking Lot.)

12. Upon request, the security officer will block reserved parking spaces with parking cones, etc.
13. Security officer will monitor traffic flow throughout the grounds and provide services for special events upon request which includes but not limited to:
 - Assist and direct EMT and fire trucks entering the grounds.
 - Redirect guests seeking COVID19 Testing/Vaccination to the North Lot and provide clear directions.
14. Security officer will monitor cars in South and VIP Parking Lots.
15. Other requests – UNO may provide special request from time to time for on-site guards to assist.

Before commencing work, the other party (vendor/contractor and or subcontractor) shall obtain at its own cost and expense the following insurance in insurance companies authorized in the State, with an A.M. Best rating of A- VI or higher and shall provide evidence of such insurance to the University of New Orleans. The policies or certificates thereof, shall provide that thirty days prior to cancellation notices of same shall be given to the University of New Orleans by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the contractor and identify the agreement or contract number.

- A. Worker's Compensation - Statutory - in compliance with the Compensation law of the State. Exception: Employers Liability is to be \$1,000,000 when work is to be over water and involves maritime exposure. (A. M. Best's rating requirement mentioned above is waived for workers compensation coverage only.)
- B. Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and property damage. This insurance shall show on the certificate of insurance which of the following coverages is not included in the policy, if any:
 - 1. Premises - Operations
 - 2. Broad Form Contractual Liability
 - 3. Products and Completed Operations
 - 4. Use of Contractors and Subcontractors
 - 5. Personal Injury
 - 6. Broad Form Property Damage
- C. Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and property damage unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:
 - 1. Owned automobiles
 - 2. Hired automobiles
 - 3. Non-owned automobiles

Note: If the vendor/contractor does not own an automobile and an automobile is utilized in the execution of the contract, then only hired and non-owned coverage is acceptable. If an automobile is not utilized in the execution of the contract, then automobile coverage is not required.

Location of operation shall be "All Locations".

- D. Other Party's Professional Liability. The other party shall provide such insurance. (Minimum limits of \$1,000,000). Required in the "Special Conditions" of the contract specification.
- E. If at any time any of the policies shall become unsatisfactory to the University of New Orleans as to form or substance, or if a company issuing any such policy shall become unsatisfactory to the University of New Orleans, the other party shall obtain a new policy, submit the same to the University of New Orleans for approval and submit a certificate of insurance as required. Upon failure of the other party to furnish, deliver and maintain such insurance as above provided, this contract at the election of the University of New Orleans may be forthwith declared suspended, discontinued or terminated. Failure of the other party to take out and/or maintain any required insurance, shall not relieve the other party from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the other party concerning indemnification.

CHAPTER 7 - Continued

- F. All policies and certificates of insurance of the other party shall reflect the following:
 - 1. The other party's insurer will have no right of recovery or subrogation against the University of New Orleans, it being the intention of the parties that the insurance policies so affected shall protect both parties and the primary coverage for any and all losses covered by the described insurance.
 - 2. The University of New Orleans shall be named as an "additional insured" as regards negligence by the contractor.

(ISO Form CG 20 10 11 85).

3. The insurance companies issuing the policy or policies shall have no recourse against the University of New Orleans for payment of any premiums or for assessments under any form of policy.

- G. The following Indemnification Agreement shall be, and is hereby, a provision of the contract:

The other party agrees to protect, defend, indemnify, save and hold harmless the University of New Orleans, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the other party, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the other party as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of the University of New Orleans, its agents, representatives, and/or employees. The other party agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

- H. Any and all deductibles in the below described insurance policies shall be assumed by and be for the amount of, and at the sole risk of the other party.
- I. The insurance companies issuing the policy or policies shall have no recourse against the University of New Orleans for payment of any premiums or for assessments under any form of policy.
- J. All property losses shall be made payable to and adjusted with the University of New Orleans.
- K. Neither the acceptance of the completed work nor payment therefore shall release the contractor/subcontractor from his obligations from the insurance requirements or indemnification agreement.
- L. Additional insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the "Special Conditions" of the contract specifications.
- M. If any of the Property and Casualty insurance requirements (Exhibit A or B) are not complied with at their renewal dates, payments to the contractor/subcontractor may be withheld until those requirements have been met, or at the option of the University of New Orleans, the University of New Orleans may pay the Renewal Premium and withhold such payments from any monies due the contractor/subcontractor.

**** EXHIBIT A ****

INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the contractor's bid.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001). **"Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".**
2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability and endorsement CA 0025 or CA 0001 12 90. The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the University of New Orleans. At the option of the University of New Orleans, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the University of New Orleans, its officers, officials, employees and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

EXHIBIT A - Continued

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

a. **The University of New Orleans, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds"** as respects liability arising out of activities performed by or on behalf of the contractor; products and completed operations of the contractor, premises owned, occupied or used by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the University of New Orleans, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.

b. Any failure to comply with reporting provisions of the policy shall not affect coverage proved to the University of New Orleans, its officers, officials, employees, Boards and Commissions or volunteers.

c. The contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the University of New Orleans, its officers, officials, employees and volunteers for losses arising from work performed by the contractor for the University of New Orleans.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the University of New Orleans.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A- VI or higher. This rating requirement will be waived for workers' compensation coverage only.

F. VERIFICATION OF COVERAGE

Contractor shall furnish the University of New Orleans with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the University of New Orleans before work commences. The University of New Orleans reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

* * EXHIBIT D * *

INDEMNIFICATION AGREEMENT

The _____ agrees to protect, defend indemnify, save Contractor/Subcontractor/Lessee/Supplier and hold harmless the University, its officers, agents, servants, and employees, including

volunteers, from and against any and all claims, demands, expense and liability arising

out of injury or death to any person or the damage, loss or destruction of any property

which may occur or in any way grow out of any act or omission of

_____, its agents, servants, and employees, or any and Contractor/Subcontractor/Lessee/Supplier

all costs, expense and/or attorney fees incurred by _____ Contractor/Subcontractor/Lessee/Supplier

as a result of any claim, demands, and/or causes of action except of those claims,

demands, and/or causes of action arising out of the negligence of the University, its

agents, representatives, and/or employees.

_____ agrees to investigate, handle, respond to, Contractor/Subcontractor/Lessee/Supplier

provide defense for and defend any such claims, demand, or suit at its sole expense and

agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is

groundless, false or fraudulent.

Accepted by _____

Company Name

Signature _____

Title

Date

Accepted _____

_____ No

Is Certificate of Insurance Attached? _____ Yes

Contract for University of New Orleans

PURPOSE OF CONTRACT: _____
